SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT

(Road Improvements)

THIS AGREEMENT is made and entered into this day of, 19, between
hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."
WITNESSETH:
WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as, a Plat of which is recorded in Plat Book, Public Records of Seminole County, Florida; and
WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated, 19, (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and
WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from, 19; and
WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No issued by, in the sum of, but the sum of, contain Irrevocable Letter of Credit No, in the sum of, but the sum of, contain Irrevocable Letter of Credit No, in the sum of, but the sum of, contains the sum of
NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.
PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of
against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from, 19, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.
Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in

equity, including specifically, specific performance, to which the PRINCIPAL

unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered in the presence of:	<u> </u>
	By:
	Date:
WITNESSES:	DEPARTMENT OF PUBLIC WORKS ROADS DIVISION SEMINOLE COUNTY, FLORIDA
	Deputy Director of Public Works
	Date:
	Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items
STATE OF) ss	and approved on April 2, 1997.
COUNTY OF)	
The foregoing instrument was, 19, by or who has produced	as identification. day of day of as identification.
	Print Name
F:\USERS\ROGER\FRM\LDCE067	My commission expires: